

1 BILL NO. S-82-05-22

2 SPECIAL ORDINANCE NO. S-102-82

3 AN ORDINANCE approving an Agreement  
4 with George Thompson, for construction  
of a sanitary sewer.

5 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
6 FORT WAYNE, INDIANA:

7 SECTION 1. That the Agreement dated May 5, 1982  
8 between the City of Fort Wayne, by and through its Mayor and  
9 the Board of Public Works and George Thompson, Developer, for:

10 SANITARY SEWER

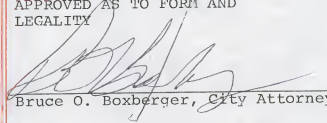
11 Beginning at an existing Sanitary Sewer  
12 manhole located 5+L.F. South of and 10+L.F.  
East of Southwest corner of Lot #72 Wild Rose  
13 Second Addition; Thence, East 90+L.F. to a  
proposed manhole in Bueter Drive 179+L.F.  
14 South of Oxford Street; Thence, North 195+L.F.  
to a proposed manhole located 15+L.F. North of  
15 and 5+L.F. East of the centerline intersection  
of Oxford Street and Bueter Drive; Thence,  
16 East 700+L.F. terminating at a proposed manhole.

17 of which the developer shall pay the entire cost and expense  
18 of the construction of said sewer, all as more particularly  
19 set forth in said Agreement which is on file in the Office  
20 of the Board of Public Works and is by reference incorporated  
21 herein, made a part hereof and is hereby in all things ratified,  
22 confirmed and approved. Two copies of said Agreement are on  
23 file with the City Clerk's Office for public inspection.

24 SECTION 2. That this Ordinance shall be in full force  
25 and effect from and after its passage and approval by the Mayor.

26   
27 Councilmember

28 APPROVED AS TO FORM AND  
29 LEGALITY

30   
31 Bruce O. Boxberger, City Attorney  
32

Read the first time in full and on motion by Burns,  
seconded by Stier, and duly adopted, read the second time  
by title and referred to the Committee City Planning (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 5-25-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns,  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (~~lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	_____	_____	<u>1</u>	_____
<u>BRADBURY</u>	<u>X</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>X</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	_____	_____	_____	<u>X</u>	_____
<u>SCHMIDT</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHOMBURG</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 6-8-82

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,  
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)

(APPROPRIATION) ORDINANCE (RESOLUTION) NO. S-102-82  
on the 8th day of June, 1982.

ATTEST:

(SEAL)

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on  
the 9th day of June, 1982, at the hour of  
11:30 o'clock A.M., E.S.T.

Charles W. Westerman  
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 11th day of June  
1982, at the hour of 9 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR. - MAYOR

BILL NO. S-82-05-22

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN  
ORDINANCE approving an Agreement with George Thompson, for  
construction of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT  
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GiaQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

6-8-82

*Janet H. Bradbury*  
*R. J. Schomburg*

71-237-6 H.I.  
5/5/82

A G R E E M E N T  
F O R  
S E W E R   E X T E N S I O N

THIS AGREEMENT, made in triplicate this 5th day of May, 1982, by and between GEORGE THOMPSON, private owner--Indiana-Corporation, hereinafter referred to as "OWNER" and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, hereinafter referred to as "CITY", WITNESSETH:

WHEREAS, the "OWNER" desires to construct a local sanitary sewer described as follows:

Beginning at an existing Sanitary Sewer manhole located 5±L.F. South of and 10±L.F. East of Southwest corner of Lot #72 Wild Rose Second Addition; Thence, East 90±L.F. to a proposed manhole in Bueter Drive 179±L.F. South of Oxford Street; Thence, North 195±L.F. to a proposed manhole located 15±L.F. North of and 5±L.F. East of the centerline intersection of Oxford Street and Bueter Drive; Thence, East 700±L.F. terminating at a proposed manhole.

in accordance with plans, specifications and profiles heretofore submitted to and approved by "CITY" and now on file in the office of the Chief Engineer of the Water Pollution Control Engineering Department of "CITY" and known as Oxford Street Extended, sanitary sewer extension which plans, specifications, profiles are by reference incorporated herein and made a part hereof.

WHEREAS, the total cost of construction of said sewer is represented to be \$17,500.00, including related Engineering and Inspection fees.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. CONSTRUCTION OF SEWER

"OWNER" shall cause said sewer to be constructed and located in accordance with said plans, specifications, and profiles, all approved by "CITY" under private contract to be let within sixty (60) days after requisite "CITY" approval. All work and materials shall be subject to inspection by "CITY" and the right of "CITY" to halt construction if there shall be noncompliance therewith. Said sewer shall not be deemed completed and/or permanently connected into the sewer system of "CITY" until final acceptance by "CITY". Upon acceptance by "CITY" said sewer shall become the property of "CITY" and "CITY" shall accept sewage therefrom, subject to such sewage service charges as may now or hereafter be regularly established by "CITY," and all further maintenance thereafter shall be borne by "CITY."

## 2. COST OF CONSTRUCTION

"OWNER" agrees to pay the entire cost and expense of construction of said sewer, in cash, including "CITY" engineering and inspection fees, and to hold "CITY" harmless from any liability for claims connected therewith.

## 3. SERVICE AREA OF SANITARY SEWER

Said sewer when accepted by the "CITY" will serve the following described area:

Space located within the Northeast 1/4 Section 17, Township 31 North Range-13 East; bounded on the South by Oxford Street; bounded on the North and Northeast by Penn Central Railroad; bounded on the West by Bueter Drive extended North.

As property owners within aforescribed service area will pay for the cost of construction of said sewer as it pertains to the above described service area, no charge or assessment is made by this Agreement against the above real estate within said service area for the construction of said sanitary sewer by the present or future owners of said real estate except only as to such standard tap-in, inspection fees and monthly sewage treatment charges as are customarily charged by "CITY" for connections to "CITY" sewer mains and treatment of sewage therefrom.

## 4. AREA CONNECTION FEES

There are no area connection fees due for the service area described in Paragraph 3.

## 5. BOND

This contract is subject to "OWNER" and/or his contractor furnishing a satisfactory Performance and Guaranty Bond for the value of the sewer which shall guarantee said sewer against defects for a period of one (1) year from the date of final acceptance of said sewer by "CITY."

## 6. LIMITATION ON USE

Said sewer shall be constructed for disposal of sanitary sewage only and neither the parties hereto, their successors, or assigns, or any future owner of any land serviced by said sewer, shall at any time discharge or permit to be discharged or to flow into said sanitary sewer, any water runoff caused by natural precipitation or anything other than sanitary sewage or contaminated waste in accordance with City Municipal Code.

## 7. WAIVER OF RIGHT TO REMONSTRATE AGAINST ANNEXATION

"OWNER," for himself, his successors in title and assigns, waives and releases any and all rights which it may now or hereafter have to remonstrate against or otherwise object to, interfere with or oppose any pending or future

annexation by "CITY" of any territory now or hereafter owned by him, as described in Article 3 herein, or hereafter served by said sewer or any extension thereof.

In further consideration and to induce "CITY" to execute and ratify this contract, said "OWNER," for himself, his successors and assigns, agrees by this contract to vest in "CITY" the permanent right at its discretion to annex to the City of Fort Wayne at any future time by duly authorized ordinance the said real estate described in Article 3 herein.

"OWNER" further agrees that any deeds, contracts, or other instruments of conveyance made by "OWNER," its successors or assigns transferring or conveying any interest in and to any of the real estate described in Article 3 herein, shall contain the waiver and release provisions contained in this article which provisions shall run with the land and the acceptance of the delivery of any such instruments from "OWNER," his successors and assigns by any grantee, vendee, or contract purchaser, shall be made subject to the terms of this Agreement and shall constitute an acceptance of the foregoing provisions by said grantee, vendee, or contract purchaser and their successors in title.

"OWNER" further agrees to record an executed copy of this contract in Allen County Recorder's Office within ten(10)days of its adoption and approval by the Common Council of City as hereinafter provided.

Any owner or owners of land which is now, or hereafter located outside the corporate limits of "CITY" who connect into the sewer constructed hereunder shall be deemed to thereby waive his, her, their, or its right to remonstrate against or otherwise object to, interfere with or oppose any pending or future annexation by "CITY" of such land or of the territory in which it is located or of the area served by said sewer. (I.C. 36-9-22-2, as added by Acts 1981, P.L. 309, 395)

#### 8. COUNCILMANIC APPROVAL

It is understood and agreed that this contract is in all respects subject to approval by the Common Council of City, by duly appointed Ordinance, and if such Ordinance is not adopted with a period of ninety (90) days after execution thereof, this contract shall be null and void and of no further force and effect.

IN WITNESS WHEREOF, the parties have subscribed to this Agreement the day and year first above written.

"OWNER":

George W Thompson

SEAL

\_\_\_\_\_  
Corporate Secretary

"CITY"  
MAYOR

BY: Win Moses, Jr.

BOARD OF PUBLIC WORKS

BY: Stephen A. Bailey, Chairman

BY: Roberta Anderson-Staton, Member

BY: Betty Collins, Member

ATTEST:

Sandra E. Kennedy  
Sandra E. Kennedy, Clerk

APPROVED AS TO FORM AND LEGALITY:

Associate City Attorney

STATE OF INDIANA:

SS

COUNTY OF ALLEN:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared George Thompson, who acknowledged the execution of the foregoing agreement for sewer extension, as and for his voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 6 day of April, 1982.

James W Winzeler  
Notary Public  
Resident of Allen, County  
James W Winzeler

My Commission Expires:

April 13, 1985

This instrument prepared by  
C. Duane Embury, P.E.  
Chief Water Pollution Control Engineer



## THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

2 April 1982

Dear Sir and Madam:


This is to advise you that as of this date, 2 April 1982, there are no sanitary sewer area connection fees due on the following properties, other than the Standard City of Fort Wayne Tap Permit charge of Thirty-Five (\$35.00) Dollars.

<u>OWNER</u>	<u>DESCRIPTION</u>	<u>ADDRESS</u>
James' Auto & Trucking	1.6 Acres	4003 Oxford Street
J.M. McDowell	0.56 Acres	4007 Oxford Street
Associated Enterprises	0.56 Acres	(4111 Oxford Street)
Cox, Frank	0.78 acres	(4111 Oxford Street)
Cox, Frank	0.0 acres	(4111 Oxford Street)
Thompson's Auction Barn	1.66 Acres	4119 Oxford Street

If you have any questions regarding the above, please contact me personally at (219) 423-7018.

Sincerely,

BOARD OF PUBLIC WORKS



Stephan A. Bailey, Chairman

SAB/ns

cc: C. Duane Embury, P.E., Chief  
Water Pollution Control Engineer  
D. Dammeier, New Water/Sewer Permit  
File  
Chrono



WAIVER AND AGREEMENT

I/WE, THE OWNERS (OWNER) OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT # \_\_\_\_\_ ADDITION \_\_\_\_\_

ADDRESS \_\_\_\_\_

OR LEGAL DESCRIPTION ATTACHED, LOCATED IN ALLEN COUNTY, INDIANA, DO HEREBY  
FOR MYSELF/OURSELVES, SUCCESSORS IN TITLE AND ASSIGNS:

1) WAIVE AND RELEASE ANY AND ALL RIGHTS WHICH I/WE MAY NOW OR HEREAFTER  
HAVE TO REMONSTRATE AGAINST OR OTHERWISE OBJECT TO, INTERFERE WITH, OR OPPOSE,  
ANY PENDING OR FUTURE ANNEXATION BY THE CITY OF FORT WAYNE OF THE ABOVE  
DESCRIBED REAL ESTATE, PURSUANT TO INDIANA CODE 19-2-7-16, AND

2) AGREE TO COMPLY WITH ANY AND ALL APPLICABLE CITY ORDINANCES OR  
REGULATIONS REGARDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE AND/OR  
OPERATION OF MY/OUR SANITARY BUILDING SEWER. SAID AGREEMENT IS GRANTED IN  
AND FOR THE DUE CONSIDERATION OF USAGE OF THE PUBLIC SANITARY SEWER SYSTEM.

BY: \_\_\_\_\_  
*John F. James*

ACKNOWLEDGEMENT

STATE OF INDIANA: )

SS:

COUNTY OF ALLEN: )

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, THIS 6 DAY  
OF April, 1982, PERSONALLY APPEARED John F. James  
, AND ACKNOWLEDGED SAID INSTRUMENT TO BE HIS  
(HER) (THEIR) VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET  
FORTH.

IN WITNESS WHEREOF, HEREUNTO SUBSCRIBED MY NAME, AND AFFIXED MY SEAL.

*James W. Winzeler*  
James W. Winzeler  
RESIDENT OF ALLEN COUNTY INDIANA

MY COMMISSION EXPIRES April 13, 1985

PREPARED BY C. DUANE EMBURY, P.E., CHIEF WATER POLLUTION CONTROL ENGINEER.  
NOVEMBER 10, 1980.

WAIVER AND AGREEMENT

I/WE, THE OWNERS (OWNER) OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT # 31-26-27 ADDITION \_\_\_\_\_

ADDRESS 4109- 4111-4113 Oxford St-

OR LEGAL DESCRIPTION ATTACHED, LOCATED IN ALLEN COUNTY, INDIANA, DO HEREBY  
FOR MYSELF/OURSELVES, SUCCESSORS IN TITLE AND ASSIGNS:

1) WAIVE AND RELEASE ANY AND ALL RIGHTS WHICH I/WE MAY NOW OR HEREAFTER  
HAVE TO REMONSTRATE AGAINST OR OTHERWISE OBJECT TO, INTERFERE WITH, OR OPPOSE,  
ANY PENDING OR FUTURE ANNEXATION BY THE CITY OF FORT WAYNE OF THE ABOVE  
DESCRIBED REAL ESTATE, PURSUANT TO INDIANA CODE 19-2-7-16, AND

2) AGREE TO COMPLY WITH ANY AND ALL APPLICABLE CITY ORDINANCES OR  
REGULATIONS REGARDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE AND/OR  
OPERATION OF MY/OUR SANITARY BUILDING SEWER. SAID AGREEMENT IS GRANTED IN  
AND FOR THE DUE CONSIDERATION OF USAGE OF THE PUBLIC SANITARY SEWER SYSTEM.

BY: Associated Enterprises Inc FRANK-D. + ALVERDA COX  
James H. Winkler Pres by James H. Winkler  
Purchasing from Cox

ACKNOWLEDGEMENT

STATE OF INDIANA: )  
SS:  
COUNTY OF ALLEN: )

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, THIS 6 DAY  
OF April, 1982, PERSONALLY APPEARED James H. Winkler  
(HER) (THEIR) VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET  
FORTH.

IN WITNESS WHEREOF, HEREUNTO SUBSCRIBED MY NAME, AND AFFIXED MY SEAL.

Phyllis B. James  
Phyllis B. James

RESIDENT OF ALLEN COUNTY INDIANA

MY COMMISSION EXPIRES Oct 19-1985

PREPARED BY C. DUANE EMBURY, P.E., CHIEF WATER POLLUTION CONTROL ENGINEER.  
NOVEMBER 10, 1980.

WAIVER AND AGREEMENT

I/WE, THE OWNERS (OWNER) OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT # 29 ADDITION \_\_\_\_\_

ADDRESS

4119 Oxford Fc Wayne Ind

OR LEGAL DESCRIPTION ATTACHED, LOCATED IN ALLEN COUNTY, INDIANA, DO HEREBY  
FOR MYSELF/OURSELVES, SUCCESSORS IN TITLE AND ASSIGNS:

1) WAIVE AND RELEASE ANY AND ALL RIGHTS WHICH I/WE MAY NOW OR HEREAFTER  
HAVE TO REMONSTRATE AGAINST OR OTHERWISE OBJECT TO, INTERFERE WITH, OR OPPOSE,  
ANY PENDING OR FUTURE ANNEXATION BY THE CITY OF FORT WAYNE OF THE ABOVE  
DESCRIBED REAL ESTATE, PURSUANT TO INDIANA CODE 19-2-7-16, AND

2) AGREE TO COMPLY WITH ANY AND ALL APPLICABLE CITY ORDINANCES OR  
REGULATIONS REGARDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE AND/OR  
OPERATION OF MY/OUR SANITARY BUILDING SEWER. SAID AGREEMENT IS GRANTED IN  
AND FOR THE DUE CONSIDERATION OF USAGE OF THE PUBLIC SANITARY SEWER SYSTEM.

BY:

George W Thompson

ACKNOWLEDGEMENT

STATE OF INDIANA: )

SS:

COUNTY OF ALLEN: )

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, THIS 6 DAY  
OF April, 1982, PERSONALLY APPEARED George W. Thompson,  
(HER) (THEIR) VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET  
FORTH.

IN WITNESS WHEREOF, HEREUNTO SUBSCRIBED MY NAME, AND AFFIXED MY SEAL.

James W Winzeler  
James W Winzeler

RESIDENT OF ALLEN COUNTY INDIANA

MY COMMISSION EXPIRES April 13, 1985

PREPARED BY C.DUANE EMBURY, P.E., CHIEF WATER POLLUTION CONTROL ENGINEER.  
NOVEMBER 10, 1980.

WAIVER AND AGREEMENT

I/WE, THE OWNERS (OWNER) OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOT # \_\_\_\_\_ ADDITION \_\_\_\_\_

ADDRESS \_\_\_\_\_

OR LEGAL DESCRIPTION ATTACHED, LOCATED IN ALLEN COUNTY, INDIANA, DO HEREBY  
FOR MYSELF/OURSELVES, SUCCESSORS IN TITLE AND ASSIGNS:

1) WAIVE AND RELEASE ANY AND ALL RIGHTS WHICH I/WE MAY NOW OR HEREAFTER  
HAVE TO REMONSTRATE AGAINST OR OTHERWISE OBJECT TO, INTERFERE WITH, OR OPPOSE,  
ANY PENDING OR FUTURE ANNEXATION BY THE CITY OF FORT WAYNE OF THE ABOVE  
DESCRIBED REAL ESTATE, PURSUANT TO INDIANA CODE 19-2-7-16, AND

2) AGREE TO COMPLY WITH ANY AND ALL APPLICABLE CITY ORDINANCES OR  
REGULATIONS REGARDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE AND/OR  
OPERATION OF MY/OUR SANITARY BUILDING SEWER. SAID AGREEMENT IS GRANTED IN  
AND FOR THE DUE CONSIDERATION OF USAGE OF THE PUBLIC SANITARY SEWER SYSTEM.

BY: Joseph M. McDowell \_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF INDIANA: )  
SS:  
COUNTY OF ALLEN: )

BEFORE ME, A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, THIS 6 DAY  
OF April, 1982, PERSONALLY APPEARED Joseph M. McDowell  
(HER) (THEIR) VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN SET  
FORTH.

IN WITNESS WHEREOF, HEREUNTO SUBSCRIBED MY NAME, AND AFFIXED MY SEAL.

James W. Wenzler  
James W. Wenzler

RESIDENT OF ALLEN COUNTY INDIANA

MY COMMISSION EXPIRES April 13, 1985

PREPARED BY C. DUANE EMBURY, P.E., CHIEF WATER POLLUTION CONTROL ENGINEER.  
NOVEMBER 10, 1980.

TITLE OF ORDINANCE Oxford Street Sewer Extension

0271

DEPARTMENT REQUESTING ORDINANCE

Board of Public Works

82-05-22

SYNOPSIS OF ORDINANCE An agreement between George Thompson, private owner, and the City of Fort Wayne, Indiana to construct a local sanitary sewer described as follows: Beginning at an existing Sanitary Sewer manhole located 5+ L.F. south of and 10+ L.F. east of southwest corner of Lot #72 Wild Rose Second Addition; thence, east 90+ L.F. to a proposed manhole in Bueter Drive 179+ L.F. south of Oxford Street; thence, north 195+ L.F. to a proposed manhole located 15+ L.F. north of and 5+ L.F. east of the center line intersection of Oxford Street and Bueter Drive; thence, east 700+ L.F. terminating at a proposed manhole. The owner has contracted with Ground Services, Inc. to perform the work. Prior approval was received on 5-11-82.

EFFECT OF PASSAGE the owner and his neighbors will have the use of a sanitary sewer

EFFECT OF NON-PASSAGE sewer for disposal of sanitary sewage will not be constructed

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) none - owner agrees to pay entire cost.

ASSIGNED TO COMMITTEE